

***Warehouse Lease Amendment #2 — First Extension of Additional Premises***

This *Warehouse Lease Amendment #2* (Amendment #2) is made this 14 day of October 2003 by and between HALCYON ASSOCIATES (Landlord), and MONTGOMERY COUNTY, MARYLAND (Tenant) to the August 2000 lease as amended (Prior Documents) for 8663 Grovemont Circle, Gaithersburg, Maryland. Landlord and Tenant agree:

***A#2(a) Other Terms and Conditions.*** This Lease now comprises the Prior Documents and this Amendment #2. This Amendment #2 supersedes the Prior Documents; but all terms and conditions in the Prior Documents that are not changed in this Amendment #2 remain unchanged and in force. Some terms and conditions are repeated here for convenience.

***A#2(b) First Extension.*** The Term for the Additional Premises only (8653 Grovemont Circle) is hereby extended six calendar months; the Ending Date for the Additional Premises only is now December 31, 2003. For the Additional Premises only, Tenant's option to extend the Term by Addendum #1 of Amendment #1 — Tenant's Option to Extend Term is null and void.

***A#2(c) Rent Payment.*** Tenant shall pay to Landlord all rent in United States currency without any deduction, set-off, notice, and demand. Tenant shall pay all Monthly Base Rent Installments in advance by the first day of each calendar month. All money shall be paid to: HALCYON ASSOCIATES, P.O. Box 79880, Baltimore, Maryland 21279-0880 or any other address or party as Landlord may direct by written notice.

***A#2(d) Base Rent.*** Starting July 1, 2003, Tenant shall pay, for the Additional Premises only, Base Rent of \$ 15,990.00 (exclusive of Additional Rent, if any) in Monthly Base Rent Installments by the First Extension Additional Premises Base Rent Schedule:

First Extension Additional Premises Base Rent Schedule

Period	Starting Date	No. of Months	Monthly Base Rent Installment (\$)	Period Base Rent (\$)
Lease Year #3 Part A	07/01/03	6	2,665.00	15,990.00
Total Base Rent (exclusive of Additional Rent, if any)				15,990.00

***A#2(e) Improvements.*** Tenant is in possession of the Additional Premises and accepts it "AS-IS."

***A#2(f) Brokers.*** With regard to this Amendment #2, Tenant warrants that it has not dealt with any finders, real estate agents, or brokers.

*Signature page follows next.*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed:

Witness to Mr. Daniel:

Landlord: HALCYON ASSOCIATES, LTD.

David Psaltis

John Daniel  
John Daniel, General Partner

Date signed: 10/15/03

Date signed: 10/15/03

Witness:

Tenant: MONTGOMERY COUNTY, MARYLAND

\_\_\_\_\_  
Date signed: \_\_\_\_\_

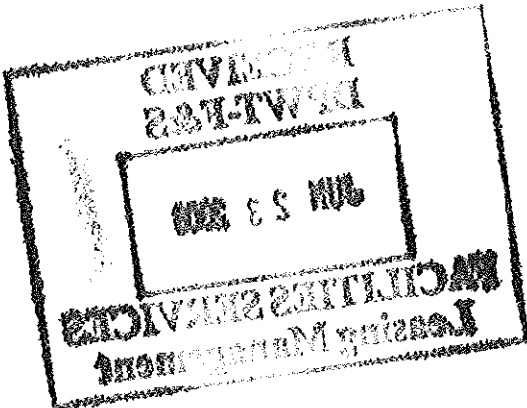
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

RECOMMENDED



By: Michael C. Hoyt

Name: MICHAEL C. HOYT

Title: DEPUTY DIRECTOR

Date signed: 10/14/03

APPROVED AS TO FORM AND LEGALITY  
OFFICE OF COUNTY ATTORNEY

By: Eileen T. Basaman

Name: Eileen T. Basaman

Title: Associate County Attorney

Date signed: 10/10/2003